



## BOARD OF PUBLIC WORKS & SAFETY JULY 22, 2004 MINUTES

Mayor Henderson called the meeting to order at 6:00 p.m.

<b>PRESENT:</b>	Board members Warren Beville, Mayor Henderson, Kevin Hoover; Clerk-Treasurer Jeannine Myers; City Attorney Shawna Koons-Davis and Director of Engineering Paul Peoni.
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Mr. Hoover moved to approve the minutes of July 8<sup>th</sup> as presented. Second by Mr. Beville. Vote: Ayes.

For the encroachment of a sign in a drainage and utility easement at Southtech Park off Graham Road, Mr. Peoni discussed a drawing that shows the proposed location of the sign to be approximately 50 feet from the right-of-way. The location is almost directly over our sanitary sewer, he noted, and the edge of the pavement for the parking lot is about 10 or 11 feet from where the petitioner wants to place the sign. The sewer is about 17 feet deep in that area. Mr. Peoni also commented that there is no letter from Johnson County R.E.M.C. – Cinergy sent a letter stating no objections to the encroachments, but they do not serve the area. Mayor Henderson moved to continue the issue until the next meeting. Second by Mr. Beville. Vote: Ayes.

Greenwood Pointe was next on the agenda, with the waiver of storm water detention being the only item remaining after the last meeting. Mr. Peoni told the Board that this has been reviewed and recommended that the waiver be granted. They are decreasing the run off, with more landscaping and grass area. Mr. Hoover moved to grant the storm water detention waiver request for Greenwood Pointe. Second by Mr. Beville. Vote: Ayes.

Don Wilson of Schneider Engineering came forward to request acceptance of an offsite sanitary sewer easement for Greenwood Trace, Section 1. The easement was prepared by the Legal Department and the legal description has been reviewed by the Engineering Department. Mr. Peoni noted that the only minor item was that this was to go through independent engineering review also. Mr. Hoover moved to accept the offsite sanitary sewer easement for Greenwood Trace, Section 1, subject to final review and approval by the outside engineer. Second by Mr. Beville. Vote: Ayes.

On behalf of Villages at Grassy Creek, Section 6, Mike Mullin of Beazer Homes asked for acceptance of the sanitary sewers and street improvements, accept the performance bonds, accept the maintenance bonds, and execute the plat. Mr. Peoni indicated that the sewers and the streets are acceptable. Some of the bonds are for the incorrect amount and some need signatures, said Mr. Peoni, and he is missing an original. Some Inspection & Testing fees and the SAF need to be paid. There are minor revisions needed on the plat. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept the sanitary sewers at the Villages at Grassy Creek, Section 6.
- 2) Accept three (3) year maintenance bond #5012493 from Bond Safeguard Insurance Company in the amount of \$19,078 for the sanitary sewers at the Village at Grassy Creek, Section 6.
- 3) Accept the stone sub base, asphalt base, asphalt binder and concrete curbs (streets) at the Village at Grassy Creek, Section 6.
- 4) Accept three (3) year maintenance bond #400TD4271 from St. Paul Fire and Marine Insurance Company in the amount of \$21,361 for the stone sub base, asphalt base and asphalt binder (streets) at the Villages of Grassy Creek, Section 6.
- 5) Accept three (3) year maintenance bond #Q90 5970165 from Erie Insurance Group in the amount of \$7,431.60 for the concrete curbs at the Villages at Grassy Creek, Section 6.
- 6) Accept performance bond #104308026 from Travelers Casualty and Surety Company of America in the amount of \$433,511.71 for the installation of the dirtwork and storm sewers at the Villages at Grassy Creek, Section 6.

- 7) Accept performance bond #104308027 from Travelers Casualty and Surety Company of America in the amount of \$41,091.60 for the installation of the sidewalks at the Villages of Grassy Creek, Section 6.
- 8) Accept performance bond #104349979 from Travelers Casualty and Surety Company of America in the amount of \$1,971.20 for the installation of the signs & monuments at the Villages at Grassy Creek, Section 6.
- 9) Accept performance bond #104349985 from Travelers Casualty and Surety Company of America in the amount of \$14,760.63 for the installation of the asphalt surface and tack coat at the Villages of Grassy Creek, Section 6.
- 10) Once received accept a performance bond in the amount of \$83,461.51 for the installation of the erosion control at the Villages of Grassy Creek, Section 6.
- 11) Execute the final plat, all subject to:
  - a) Final review and approval of ALL ORIGINAL bonds by both the Engineering and Law departments.
  - b) Payment of all final Inspection & Testing fees.
  - c) Payment of the 1/3 SAF fee.
  - d) Final review and approval of the plat by the Engineering and Planning departments.
  - e) Receipt of final mylar as-builts.

Second by Mr. Beville. Vote: Ayes.

Max Cooper of Projects Plus represented University Park, Section 1 to ask for acceptance of a drainage and utility easement. Mr. Cooper showed the Board the location of the offsite easement. The City Attorney prepared the document. Mr. Hoover moved to accept the drainage and utility easement for University Park, Section 1. Second by Mr. Beville. Vote: Ayes.

On behalf of Harrison Crossing, Section 1A, Andy Arbuckle told the Board he was not sure the construction plans had been reviewed for approval. Sanitation Superintendent Keith Meier agreed that the plans were not ready for approval yet. Mr. Hoover moved to continue the matter until the next meeting. Second by Mr. Beville. Vote: Ayes.

John Whitlock of R.N. Thompson came forward for Barrington West, Section 2 to ask for acceptance of the sidewalks and release of the performance bond. Referring to a punch list, Mr. Whitlock told the Board that the repairs had been made to the walks as requested. Mr. Peoni noted that all of the sidewalks except for seven lots have been in place over 4 years and repairs were needed throughout Section 2. Those repairs have been made and re-inspected and found to be satisfactory. The sidewalks along Curry Road were not on the approved construction plans but were installed and have also been in place for several years. The sidewalks along Curry Road are constructed outside of the public right-of-way, on private property. The developer has tried diligently to get sidewalk easements from all affected parties with no luck. Mr. Whitlock explained that there is a 5-foot non-access easement, which is where those sidewalks were placed. Mr. Hoover moved to:

- 1) Accept all of the sidewalks in Barrington West, Section 2, which were shown to be in the original construction plans which does not include the sidewalks along Curry Road.
- 2) Release performance bond #886007S from Developers Surety and Indemnity Company in the amount of \$104,115 for the installation of the sidewalks at Barrington West, Section 2.

Second by Mr. Beville. Vote: Ayes.

Code Enforcement Officer John Myers was next to discuss nuisance complaints. Complaints have been abated at the following addresses: 913 Southhaven Road, 146 Frostwood Lane, 973 Ellington Circle and 122 Rose Lane.

For 514 W. Broadway, Mr. Myers received an anonymous complaint on July 6<sup>th</sup> concerning a vacant house with high grass and weeds and junk vehicles. Mr. Myers reported that it appears the grass has been mowed. There were several junk vehicles. The owners of the property were found to be Ken and Susan Atkins. On July 7<sup>th</sup>, Code Enforcement sent certified letters to 514 W. Broadway and the Atkins' apartment. On July 12<sup>th</sup> both letters were received. Mr. Atkins called Code Enforcement on July 14<sup>th</sup> to explain that there had been an illness and death in the family and they would work on the property that weekend. Mr. Myers inspected the property on July 19<sup>th</sup> and found the property had been mowed but the junk vehicles remained. Mr. Atkins came forward and explained that there were four vehicles on the property, 2 of which he has had for quite some time as the original owner. He has moved 2 of the four cars and has made arrangements for the other 2 to be towed to a salvage yard in Franklin tomorrow. Mr. Hoover found that a nuisance exists at 514 W. Broadway because of the two junk cars and allow 2 weeks for the vehicles to be removed, with the City Attorney authorized failing that to take whatever steps she

deems necessary to have the cars removed and collect the costs against the property owner. Second by Mr. Beville. Vote: Ayes.

The last violation was high grass and weeds at a vacant property at 475 Yorktown Road. Code Enforcement observed the violation on June 10; the realty company had not taken care of the nuisance by June 17<sup>th</sup>. On July 6<sup>th</sup>, certified letters were sent to Leader Mortgage Company in Cleveland and to the property owners Ronald E. Shockey & Brenna Morgan, 475 Morgantown Road. The owners had left no forwarding address. As of today the nuisance has not been abated. Mr. Hoover moved to find that a nuisance exists at 475 Yorktown Road because of high grass and weeds, that the City Attorney issue an Order of Abatement of 7 Days, and failing that to take all steps necessary to correct the abatement and collect the appropriate costs against the property owner. Second by Mr. Beville. Vote: Ayes.

On her Status of Tasks the City Attorney first discussed the eminent domain issue with JRM Associates to obtain an easement for the Eastside Interceptor. She has had discussion with counsel for JRM Associates, who indicate that it is willing to enter into settlement discussion now and that the City is likely to receive a settlement demand by the end of this week. Therefore, as the Board meets only bi-weekly it would be prudent for the Board to delegate settlement authority and discretion for settlement to the Mayor so that the parties aren't forced to wait until a meeting to formally resolve this matter. At this recommendation, Mr. Hoover moved to delegate settlement authority to the Mayor to resolve this matter at terms and conditions in his discretion and to authorize the Mayor to execute any and all documents to effectuate settlement in the Board's behalf. Second by Mr. Beville. Vote: Ayes.

The next issue was assignment or amendment of the Agreement between the City and United Consulting Engineers & Architects for design regarding the Graham Road Reconstruction Project from Main Street to County Line Road. At its March 18<sup>th</sup> meeting the Board approved a contract with United Consulting to render professional services regarding the Graham Road Project. That agreement was fully executed as of April 30, 2004. The Greenwood Redevelopment Commission (GRC) is to pay for the project out of Tax Increment Finance ("TIF") funds. However, the GRC is not a party to the agreement with United, and therefore there is no obligation of the GRC to United for which claims may be made for TIF funds. There are two options available to resolve this issue:

1. Assignment of the contract to the GRC. The Board may simply assign the contract to the GRC and the GRC would then be responsible for all of the obligations in the agreement and the Board's only role in the project is that which may be specifically delegated by the GRC.
2. Amendment of the contract to include the GRC as an additional party to the agreement. If this is done, there would be two entities representing the City and the role of each, and the scope and the duties of each, should be clearly defined so all parties know how the obligations in the contract are to be fulfilled.

Stephen Watson, attorney for the GRC, recounted that the GRC initiated the contract for Emerson and for Main Street. Those were directly between the GRC and the consultants. That seemed to work just fine, he said. Mayor Henderson interjected that he understood that the GRC assigned authority to the Board of Public Works and Safety to enter into the United contract with the understanding that the GRC would pay the bill. The reason, he recalled, was that the Board meets bi-weekly and the GRC meets once a month. The Mayor indicated that he is comfortable with assigning that agreement back to the GRC. Counsel said that United is willing to do that as well. Mr. Hoover moved to assign the Board's Agreement with United Consulting Engineers & Architects dated April 30, 2004 regarding the Graham Road Reconstruction Project from Main Street to County Line Road to the Greenwood Redevelopment Commission, to direct the City Attorney to prepare the assignment, and to authorize the Mayor to sign on the Board's behalf. Second by Mr. Beville. Vote: Ayes.

The City Attorney pointed out that she had distributed copies of the proposed Power Reliability Agreement for the Hurricane Creek Lift Station. She asked the Board to review that and direct any specific questions to her. Representatives from R.E.M.C. will attend the August 5<sup>th</sup> meeting.

Back to the first item on the agenda, regarding the encroachment of signage, Don Miller from Sign by Design was invited to speak. He asserted that he had letters from the utilities. Bev Miller discussed the two letters from SBC. SBC issued another letter after the first letter was misleading. The location mentioned earlier by Mr. Peoni was not where the petitioner would like to place the sign. They now want to encroach the 30' greenbelt and the 90' S.D.U.E., placing it closer to the right-of way line. There was discussion about where the sign would be located in relation to the tree line in the greenbelt. Mr. Hoover asked about a letter from R.E.M.C., since Cinergy does not serve that area. Hoosier Energy owns the transmission lines and supply R.E.M.C., the Mayor mentioned. The Planning Department still has the final decision on the placement of the sign, said Mr. Peoni. After more discussion, Mr. Hoover moved to

grant the easement encroachment request only, subject to an agreement being prepared by the City Attorney in terms and conditions acceptable to her, providing for no liability to the City if there is a need to gain access to our facility, authorize the Mayor to sign on the Board's behalf, and also conditioned upon the City Attorney's confirmation and receipt of acceptable waivers from all other utility providers, including R.E.M.C. All greenbelt encroachment issues need to be addressed by the Plan Commission. Second by Mr. Beville. Vote: Ayes. The Millers will contact R.E.M.C.

Fleet Maintenance Superintendent Todd Petty reported an offer from the Town of Jamestown, Tennessee to purchase six vehicles from the Police Department inventory. They have offered \$7,000 for one (1) of the '99 Explorers and \$7,500 for the other two (2) '99 Explorers. Jamestown is also interested in '98, '99 and 2000 Crown Victorias, black and white, and have offered \$4,000 each. They will take them "as is". Mr. Hoover moved to approve the request to have the six vehicles as identified as surplus equipment no longer necessary for use by the City of Greenwood and to sell those to the Town of Jamestown, Tennessee for a total purchase price of \$34,000. Second by Mr. Beville. Vote: Ayes.

From the audience John Cross came forward for an update on his request last month to provide towing for City vehicles. Mayor Henderson recalled that he had asked the Chief of Police to draft a document that was agreeable to them. The document is on his desk, he told Mr. Cross, and apologized that he had not taken action on it. He assured Mr. Cross that the Board would deal with it in two weeks. Mr. Cross related a brief discussion with the Assistant Chief from which he gathered that the document was drafted to include only removal of overturned semi-trailers. Mr. Cross recounted that the agreements from the State include three categories – light/medium duty, heavy duty and wreck recovery. Wreck recovery would require a rotating truck, flatbeds, livestock trailer, refrigeration trailer, etc. He urged the Board to consider the first two categories. Ms. Koons-Davis will provide a memo from her research by the next meeting.

Street Superintendent Greg Owens requested permission to purchase a self-contained leaf collection system. He stated that he has discussed the matter with the Director of Operations. Mr. Owens asserted it would speed up the leaf collection process and free up one of the trucks. This is a pull behind box put behind a ¾-ton or 1-ton pickup truck, so it would not require a dump truck. The purchase price for a 25 cubic-yard system is \$23,700, said Mr. Owens. In response to the Mayor, he estimated it would hold about 1½ tons of leaves. He told the City Attorney that this would come from the only manufacturer. Mr. Owens told the Board there were funds left in the Street Department budget since they did not purchase a paver. The Mayor and the City Attorney commented that this type of purchase should come out of Waste Management. Mr. Hoover moved to grant the request for a self-contained leaf collection system at \$23,700, with the funding to be determined after discussions by the Street Superintendent and the Mayor and approved by the Mayor. Second by Mr. Beville. Vote: Ayes.

Also from the audience, engineer Bill Kimbley came forward to discuss the regrading of the parking lot at the White River Library and approval for an additional driveway cut onto Library Boulevard. The original plans from the mid-1980's approved by Johnson County, showed a secondary access which for whatever reason, he said, was not built. In talking with Mr. Peoni, he discussed the closeness of the proposed driveway to an existing driveway and the alignment of the proposed driveway with the street south of the proposed driveway cut. He pointed this out on a drawing. Mr. Kimbley told the Board that the library is asking for this because of a congestion problem on the main and only entry/exit. He asked if the Board thought the plan was feasible and asked for direction. There was more discussion, including future development of more library land. It was the consensus of the Board that Mr. Kimbley should proceed with the design.

On his Status of Tasks, Mr. Peoni brought an Inspection & Testing Agreement for sanitary sewers for Brookhaven, Section 1. They have paid the 50% fee. Mr. Hoover moved to accept the Inspection & Testing Agreement for sanitary sewers and ratify acceptance of the check. Second by Mr. Beville. Vote: Ayes.

Mr. Beville moved to accept the claims through July 22<sup>nd</sup>. Second by Mr. Hoover. Vote: Ayes.

Mayor Henderson discussed a meeting with attorney Robert Scott. The Mayor told the Board we need to open up dialogue with Indianapolis on sanitary sewer hookup on the west side and suggested bringing Mr. Scott under contract. Mr. Hoover moved to accept the proposed Professional Services Agreement for Mr. Scott after review by the City Attorney, and authorize the Mayor to sign. Second by Mr. Beville. Vote: Ayes.

With no further business, the meeting adjourned at 7:00 p.m.